

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DAVID HOUGH, *et al.*

Case No. 2:24-cv-02886-WLH (SKx)

Plaintiffs,

V.

RYAN CARROLL; *et al.*

STIPULATED
PROTECTIVE ORDER

Defendant.

18 Plaintiffs David Hough, Amund Thompson, Isabel Ramos, Anthony Ramos,
19 and Michael Nibarger (collectively, “Plaintiffs”), on one hand, and Defendants Max
20 K. Day, May O. Day, Michael Day, Jared Day, Precision Trading Group, LLC, and
21 Providence Oak Properties, LLC (collectively, the “Day Defendants”), on the other
22 hand (Plaintiffs and the Day Defendants are each a “Party” and collectively, the
23 “Parties”), by and through their undersigned counsel, stipulate and agree as follows:

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The Parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles. The Parties further acknowledge, as set forth
6 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
7 Order does not entitle them to file confidential information under seal; Civil Local
8 Rule 79-5 sets forth the procedures that must be followed and the standards that will
9 be applied when a party seeks permission from the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve customer and pricing lists, personal financial
12 information and other valuable research, development, commercial, financial,
13 technical and/or proprietary and personally sensitive information for which special
14 protection from public disclosure and from use for any purpose other than
15 prosecution of this action is warranted. Such confidential and proprietary materials
16 and information consist of, among other things, confidential business or financial
17 information, personal financial information (including information implicating
18 privacy rights of third parties), information otherwise generally unavailable to the
19 public, or which may be privileged or otherwise protected from disclosure under
20 state or federal statutes, court rules, case decisions, or common law.

21 Accordingly, to expedite the flow of information, to facilitate the prompt
22 resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the Parties are entitled to keep confidential, to ensure that the
24 Parties are permitted reasonable necessary uses of such material in preparation for
25 and in the conduct of trial, to address their handling at the end of the litigation, and
26 serve the ends of justice, a protective order for such information is justified in this
27 matter. It is the intent of the Parties that information will not be designated as
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and
2 there is good cause why it should not be part of the public record of this case.

3 **2. DEFINITIONS**

4 2.1 Action: the instant action captioned *David Hough, et al. v. Ryan*
5 *Carroll, et al.* (Case No. 2:24-cv-02886-WLH-SK).

6 2.2 Challenging Party: a Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
9 how it is generated, stored, or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
11 the Good Cause Statement.

12 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”:
13 information (regardless of how it is generated, stored, or maintained) or tangible
14 things that are extremely sensitive “CONFIDENTIAL” Information or Items the
15 disclosure of which to another Party or Non-Party would create a substantial risk of
16 serious harm that could not be avoided by less restrictive means.

17 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
18 their support staff).

19 2.6 Designating Party: a Party or Non-Party that designates information
20 or items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY.”

23 2.7 Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced
26 or generated in disclosures or responses to discovery in this matter.

27 2.8 Expert: a person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2 2.9 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.10 Non-Party: any natural person, partnership, corporation, association,
6 or other legal entity not named as a Party to this action.

7 2.11 Outside Counsel of Record: attorneys who are not employees of a
8 party to this Action but are retained to represent or advise a party to this Action and
9 have appeared in this Action on behalf of that party or are affiliated with a law firm
10 which has appeared on behalf of that party, including support staff.

11 2.12 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.14 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.15 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Order does not govern the use of Protected Material at trial.

5

6 4. DURATION

7 Even after final disposition of this litigation, as defined in Section 13, the
8 confidentiality obligations imposed by this Order shall remain in effect until a
9 Designating Party agrees otherwise in writing or a court order otherwise directs. Final
10 disposition shall be deemed to be the later of (1) dismissal of all claims and defenses
11 in this Action, with or without prejudice; and (2) entry of final judgment in this Action
12 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
13 reviews of this Action, including the time limits for filing any motions or applications
14 for extension of time pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection
18 under this Order must take care to limit any such designation to specific material
19 that qualifies under the appropriate standards. The Designating Party must
20 designate for protection only those parts of material, documents, items, or oral or
21 written communications that qualify so that other portions of the material,
22 documents, items, or communications for which protection is not warranted are not
23 swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
28 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend”), to each page that
16 contains protected material. If only a portion or portions of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the protected
18 portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for
20 inspection need not designate them for protection until after the inspecting Party has
21 indicated which documents it would like copied and produced. During the
22 inspection and before the designation, all of the material made available for
23 inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
25 documents it wants copied and produced, the Producing Party must determine which
26 documents, or portions thereof, qualify for protection under this Order. Then, before
27 producing the specified documents, the Producing Party must affix the
28 “CONFIDENTIAL legend” OR “HIGHLY CONFIDENTIAL – ATTORNEYS’

1 EYES ONLY legend" to each page that contains Protected Material. If only a
2 portion or portions of the material on a page qualifies for protection, the Producing
3 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
4 markings in the margins).

5 (b) for testimony given in depositions that the Designating Party must
6 either (i) identify on the record, before the close of the deposition, all
7 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
8 ONLY" testimony, by specifying all portions of the testimony, or (ii) designate the
9 entirety of the testimony at the deposition as "CONFIDENTIAL" or "HIGHLY
10 CONFIDENTIAL – ATTORNEYS' EYES ONLY" before the close of the
11 deposition with the right to identify more specific portions of the testimony as to
12 which protection is sought within 30 days following the Designating Party's receipt
13 of the "read and sign" copy of the transcript. Transcripts containing Protected
14 Material shall have an obvious, displayed legend on the title page that the transcript
15 contains Protected Material, and the title page shall be followed by a list of all pages
16 (including line numbers as appropriate) that have been designated as Protected
17 Material and the level of protection being asserted by the Designating Party. The
18 Designating Party shall inform the court reporter of these requirements. Any
19 transcript that is prepared before the expiration of the 30-day period for designation
20 shall be treated during that period as if it had been designated "HIGHLY
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY" in its entirety unless otherwise
22 agreed. After the expiration of that period, the transcript shall be treated only as
23 actually designated, if at all.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent place on
26 the exterior of the container or containers in which the information is stored the
27 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
28 EYES ONLY." If only a portion or portions of the information warrants protection,

1 the Producing Party, to the extent practicable, shall identify the protected portion(s).

2 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
3 failure to designate qualified information or items does not, standing alone, waive
4 the Designating Party's right to secure protection under this Order for such material.
5 Upon timely correction of a designation, the Receiving Party must make reasonable
6 efforts to assure that the material is treated in accordance with the provisions of this
7 Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time that is consistent with the Court's
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
13 resolution process under Civil Local Rule 37-1 et seq. and in conformity with
14 Magistrate Judge Kim's applicable chambers-specific rules.

15 6.3 The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties), may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it
21 is entitled under the Producing Party's designation until the Court rules on the
22 challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that
25 is disclosed or produced by another Party or by a Non-Party in connection with
26 this Action only for prosecuting, defending, or attempting to settle this Action.
27 Such Protected Material may be disclosed only to the categories of persons and
28 under the conditions described in this Order. When the Action has been

1 terminated, a Receiving Party must comply with the provisions of Section 13 below
2 (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at
4 a location and in a secure manner that ensures that access is limited to the
5 persons authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, members, and employees (including House Counsel) of
14 the Receiving Party, and the Receiving Party himself or herself, to whom disclosure
15 is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in
27 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
28 party requests that the witness sign the form attached as Exhibit A hereto; and (2)

1 they will not be permitted to keep any confidential information unless they sign the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
3 agreed by the Designating Party or ordered by the Court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material may
5 be separately bound by the court reporter and may not be disclosed to anyone except
6 as permitted under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 **7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
10 **ONLY” Information or Items.** Unless otherwise ordered by the Court or permitted
11 in writing by the Designating Party, a Receiving Party may disclose any information
12 or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
14 as employees of said Outside Counsel of Record to whom it is reasonably necessary
15 to disclose the information for this Action;

16 (b) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (c) the Court and its personnel;

20 (d) court reporters and their staff;

21 (e) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (f) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information; and

26 (g) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include
12 a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material, and nothing in these provisions should be
22 construed as authorizing or encouraging a Receiving Party in this Action to disobey
23 a lawful directive from another court.

24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced

1 by Non-Parties in connection with this litigation is protected by the remedies and
2 relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality agreement
10 with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated
12 Protective Order in this Action, the relevant discovery request(s), and a reasonably
13 specific description of the information requested; and

14 (3) make the information requested available for inspection by the Non-
15 Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this Court within
17 14 days of receiving the notice and accompanying information, the Receiving Party
18 may produce the Non-Party's confidential information responsive to the discovery
19 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
20 not produce any information in its possession or control that is subject to the
21 confidentiality agreement with the Non-Party before a determination by the Court.
22 Absent a court order to the contrary, the Non-Party shall bear the burden and
23 expense of seeking protection in this Court of its Protected Material.

24 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
26 Protected Material to any person or in any circumstance not authorized under this
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
2 or persons to whom unauthorized disclosures were made of all the terms of this
3 Order, and (d) request such person or persons to execute the “Acknowledgment and
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection,
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
11 procedure may be established in an e-discovery order that provides for production
12 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
13 (e), insofar as the parties reach an agreement on the effect of disclosure of a
14 communication or information covered by the attorney-client privilege or work
15 product protection, the parties may incorporate their agreement in the stipulated
16 protective order submitted to the Court.

17 **12. MISCELLANEOUS**

18 **12.1 Right to Relief.** Nothing in this Order abridges the right of any person
19 to seek its modification by the Court in the future.

20 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
21 Protective Order, no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any
24 ground to use in evidence of any of the material covered by this Protective Order.

25 **12.3 Filing Protected Material.** A Party that seeks to file under seal any
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material
27 may only be filed under seal pursuant to a court order authorizing the sealing of the
28 specific Protected Material at issue. If a Party’s request to file Protected Material

1 under seal is denied by the court, then the Receiving Party may file the information
2 in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

4 After the final disposition of this Action, within 60 days of a written request
5 by the Designating Party, each Receiving Party must return all Protected Material
6 to the Producing Party or destroy such material. As used in this subdivision, “all
7 Protected Material” includes all copies, abstracts, compilations, summaries, and any
8 other format reproducing or capturing any of the Protected Material. Whether the
9 Protected Material is returned or destroyed, the Receiving Party must submit a
10 written certification to the Producing Party (and, if not the same person or entity, to
11 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
12 appropriate) all the Protected Material that was returned or destroyed; and (2)
13 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
14 summaries, or any other format reproducing or capturing any of the Protected
15 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
16 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
17 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
18 work product, and consultant and expert work product, even if such materials
19 contain Protected Material. Any such archival copies that contain or constitute
20 Protected Material remain subject to this Protective Order as set forth in Section 4
21 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6
7 DATED: May 13, 2025

8
9 /s/ Nicolo Emerson Banks

10 Attorneys for Plaintiffs

11
12 DATED: May 13, 2025

13
14 /s/ Matthew E. Lewitz

15 Attorneys for Day Defendants

16
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18
19 DATED: May 14, 2025

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21 

22 Honorable Steve Kim
23 United States Magistrate Judge
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1
2 **Filer's Attestation**
3

4 I, Matthew E. Lewitz, attest that all other signatories listed, and on whose
5 behalf the filing is submitted, concur in the filing's content and have authorized the
6 filing.
7

8 DATED: May 13, 2025
9

COZEN O'CONNOR

10 By: /s/ Matthew E. Lewitz
11 Matthew E. Lewitz

12 Attorneys for Defendants Max K. Day, May O.
13 Day, Michael Day, Jared Day, Precision
14 Trading Group, LLC, and Providence Oak
15 Properties, LLC
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California
8 on _____ in the case of *Hough, et al. v. Carroll, et al.*, Case No. 2:24-
9 cv-02886-WLH-SK. I agree to comply with and to be bound by all the terms of this
10 Stipulated Protective Order, and I understand and acknowledge that failure to so
11 comply could expose me to sanctions and punishment in the nature of contempt. I
12 solemnly promise that I will not disclose in any manner any information or item that
13 is subject to this Stipulated Protective Order to any person or entity except in strict
14 compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print
19 or type full name] of _____ [print or type
20 full address and telephone number] as my California agent for service of process in
21 connection with this action or any proceedings related to enforcement of this
22 Stipulated Protective Order.

23 Date: _____

24 City and State where sworn and signed: _____

25

26 Printed name: _____

27

28 Signature: _____